

TRACT 10324
450 MONTAGUE

*21A

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

WE HEREBY OFFER FOR DEDICATION TO THE CITY OF MILPITAS IN EASEMENT AS DELINEATED HEREON AND DESIGNATED AS "STREET DEDICATION IN EASEMENT" FOR PUBLIC USE FOR ROADWAY PURPOSES, OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. PARCEL T

THE REAL PROPERTY BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE HEREBY OFFER FOR DEDICATION TO CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
2. EASEMENT FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
3. EASEMENT FOR PUBLIC ACCESS PURPOSES EASEMENT (PAE).
4. EASEMENT FOR FUTURE BRIDGE IMPROVEMENTS AND PUBLIC ACCESS PURPOSES (BAE).

THE ABOVE MENTIONED EASEMENTS (EAE, PSUE AND PAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES (SUCH AS POLES, CONDUITS, WIRES, GAS LINES, TRANSFORMERS, ETC) AND LAWFUL FENCES. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE ALSO HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSEES, VISITORS AND TENANTS WITH MAINTENANCE BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATIONS OF COVENANTS CONDITIONS AND RESTRICTIONS CREATED FOR TRACT 10324 THE FOLLOWING:

1. PARCEL A, PARCEL B, PARCEL C AND PARCEL P FOR COMMON AREA
2. PARCEL D, PARCEL E, PARCEL F, PARCEL G, PARCEL H, PARCEL I, PARCEL J, PARCEL K, PARCEL L, PARCEL M, PARCEL N, PARCEL O AND PARCEL R FOR PRIVATE STREET AND PRIVATE UTILITY PURPOSES; SAID STREETS AND PARCELS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS CREATED FOR THIS TRACT
3. PARCEL Q AND PARCEL S ARE INTENDED FOR FUTURE CONVEYANCE TO THE COUNTY OF SANTA CLARA FOR RIGHT OF WAY PURPOSES, AND UNTIL SUCH TIME SAID CONVEYANCES OCCUR, SAID PARCELS SHALL BE RETAINED, OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THE DESIGNATED PRIVATE STREETS (DELANO STREET, RIESLING AVENUE, VINEYARD AVENUE) ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

OWNER: LMC MILPITAS HOLDINGS I, LLC, A DELAWARE LIMITED LIABILITY COMPANY;
BY: LMV MILPITAS REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER;
BY: LENNAR MULTIFAMILY BTC VENTURE GP SUBSIDIARY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER;
BY: LENNAR MULTIFAMILY BTC VENTURE GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER;

BY: _____

NAME: _____

TITLE: _____

OWNER: LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: _____

NAME: _____

TITLE: _____

CONSISTING OF 9 SHEETS
FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS ONE AND TWO OF LOT LINE
ADJUSTMENT 2015-004, RECORDED BY GRANT DEED, OCTOBER 8, 2015 IN
DOCUMENT NO. 23102251, AND PARCEL ONE PER THAT CERTAIN GRANT
DEED RECORDED APRIL 2, 2015 IN DOCUMENT NO. 22904355 OF
OFFICIAL RECORDS SANTA CLARA COUNTY
LYING ENTIRELY WITHIN THE CITY OF MILPITAS, SANTA CLARA COUNTY

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

APRIL 2016

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

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STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2016, AT _____ M. IN BOOK OF MAPS _____.

AT PAGES _____, SERIES NUMBERS _____, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE _____

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER

BY _____
DEPUTY

TRACT 10324

450 MONTAGUE

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Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

APRIL 2016

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

SIGNED _____ DATE _____
STEVEN MACHIDA, P.E.
CITY ENGINEER, CITY OF MILPITAS
R.C.E. NO. 38441, EXPIRATION DATE MARCH 31, 2017

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

SIGNED _____ DATE _____
LORI MAY WEIS, P.L.S.
ACTING CITY SURVEYOR, CITY OF MILPITAS
MOTT MACDONALD
P.L.S. NO 8803, EXPIRATION DATE DECEMBER 31, 2016

CITY CLERK'S STATEMENT

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 2016, HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS TRACT MAP NO. 10324
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 - A. EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES (EAE).
 - B. EASEMENT FOR PUBLIC SERVICE AND UTILITY EASEMENT PURPOSES (PSUE).
 - C. EASEMENT FOR PUBLIC ACCESS EASEMENT PURPOSES (PAE).
 - D. CAPITOL AVENUE IN EASEMENT FOR ROADWAY PURPOSES, OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES.
 - E. EASEMENT FOR FUTURE BRIDGE IMPROVEMENTS AND PUBLIC ACCESS PURPOSES (BAE).
3. FOR ASSESSMENT DISTRICTS CREATED BY THIS GOVERNING BODY, THE COUNCIL HAS DETERMINED THAT PROVISIONS HAVE BEEN MADE FOR SEGREGATION OF THE RESPONSIBILITY OF EACH OF THE PROPOSED NEW PARCELS FOR A PORTION OF ASSESSMENT PAYMENT OBLIGATION IN THE MANNER PROVIDED IN THE STATUTE PURSUANT TO WHICH THE ASSESSMENTS WERE LEVIED: COMMUNITY FACILITIES DISTRICT 2008-1.

DATED: _____ MARY LAVELLE
CITY CLERK, CITY OF MILPITAS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF LMC MILPITAS HOLDINGS I, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION, IN MARCH 2015. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH FINAL MAP PROCEDURES OF THE CITY OF MILPITAS, AND THAT THIS FINAL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP, AND IT IS TECHNICALLY CORRECT.

DATE _____



MARK H. WEHBER, P.L.S.
L.S. NO. 7960

DOCUMENTS OF RECORD

1) LIES WITHIN BOUNDS OF MILPITAS REDEVELOPMENT PROJECT AREA PER C534 O.R. 1, AND DOCUMENT NO. 20708005

GEOTECHNICAL NOTE

GEOTECHNICAL REPORTS ON THIS PROPERTY HAVE BEEN PREPARED BY ENGEO DATED JUNE 17, 2015, PROJECT NO. 12074.000.000, SIGNED BY ANDREW H. FIRMIN, GE AND PAUL C. GUERIN, GE. AND ROCKRIDGE GEOTECHNICAL DATED AUGUST 25, 2015, PROJECT NO. 14-632, SIGNED BY CRAIG SHIELDS, GE. AND TESSA WILLIAMS, PE., SAID REPORTS HAVE BEEN FILED WITH THE CITY OF MILPITAS.

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP (420 M 22)
- (2) PARCEL MAP (417 M 3)
- (3) RECORD OF SURVEY (306 M 39)
- (4) PARCEL MAP (338 M 42)
- (5) PARCEL MAP (422 M 9)
- (6) PARCEL MAP (528 M 47)
- (7) LOT LINE ADJUSTMENT 2015-004
DOC. NO. 23102251
- (8) RECORD OF SURVEY (82 M 17)
- (9) DOC. NO. BOOK 8680, PAGE 527
- (10) RECORD OF SURVEY (253 M 7)
- (11) RECORD OF SURVEY (350 M 21)
- (12) RECORD OF SURVEY (299 M 19)
- (13) RECORD OF SURVEY (754 M 24)
- (14) CITY OF MILPITAS, ENGINEERING DIVISION,
BENCHMARK SYSTEM, FEBRUARY 21, 2002
- (15) DOC. NO. BOOK 8824, PAGE 144
- (16) PARCEL MAP (517 M 42)
- (17) BOOK 8243 O.R. PAGE 686

PARCEL 1
528 M 47

CENTRE POINTE
DRIVE

MONTAGUE EXPRESSWAY
(COUNTY RIGHT-OF-WAY)

PARCEL S
PARCEL R

PARCEL P

RIESLING AVENUE

LOT 11

LOT 10

PARCEL H

PARCEL I

PARCEL M

LOT 12

LOT 9

PARCEL E

LOT 4

PARCEL D

LOT 2

PARCEL Q

LOT 3

PARCEL A

LOT 5

LOT 8

DELANO STREET
PARCEL J

LOT 13

LOT 17

S.C.V.W.D.

PG&E

LOT 1

PARCEL T

CAPITOL AVENUE

LOT 6

LOT 7

PARCEL K

LOT 14

PARCEL O

LOT 16

PARCEL N

PARCEL B

LOT 15

PARCEL L

VINEYARD AVENUE

PARCEL A
422 M 9

S.C.V.W.D.

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SAN RAMON, CALIFORNIA

SCALE: 1" = 60' APRIL 2016

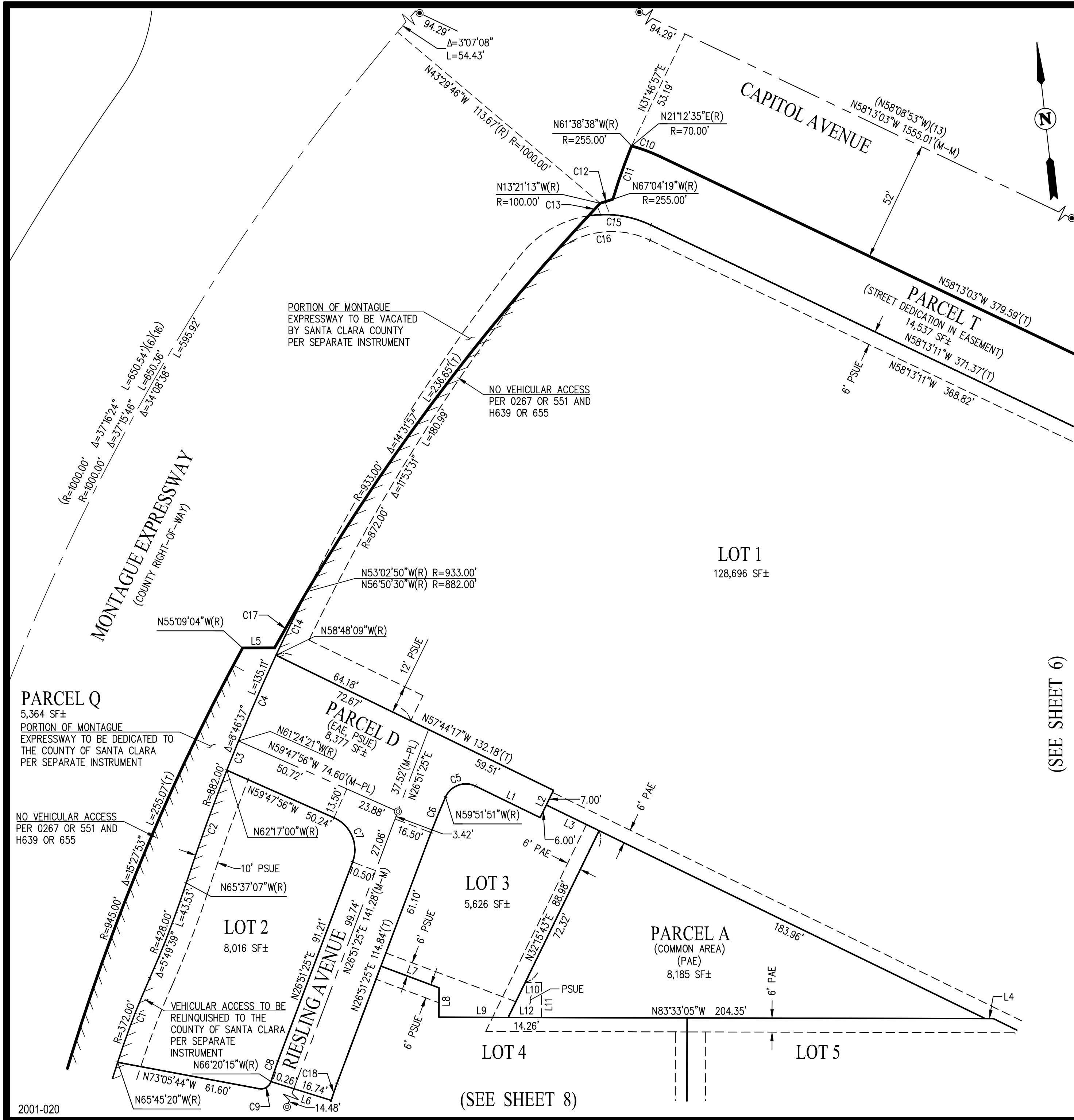


GRAPHIC SCALE



LEGEND

- DISTINCTIVE BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- TIE LINE (AT RIGHT ANGLES)
- (R) RADIAL
- (T) TOTAL
- (LL) LOT LINE
- (ML-PL) MONUMENT LINE TO PROPERTY LINE
- (M-M) MONUMENT TO MONUMENT
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- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- FOUND MONUMENT AS NOTED
- BAE BRIDGE AND ACCESS EASEMENT
- EAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PSUE PUBLIC SERVICE AND UTILITY EASEMENT
- AC ACRE
- SF SQUARE FEET
- SNF SEARCHED FOR NOT FOUND
- (#) RECORD DATA
- CR CORNER RECORD
- NO VEHICULAR ACCESS
- (6) SHEET NUMBER



| LINE TABLE | | |
|------------|-------------|--------|
| NO | BEARING | LENGTH |
| L1 | N57°44'17"W | 30.81' |
| L2 | N32°15'43"E | 13.00' |
| L3 | N57°44'17"W | 25.12' |
| L4 | N83°33'05"W | 3.50' |
| L5 | N83°42'50"W | 13.69' |
| L6 | N66°20'15"W | 27.00' |
| L7 | N63°08'35"W | 26.57' |
| L8 | N06°26'55"E | 12.59' |
| L9 | N83°33'05"W | 29.61' |
| L10 | N83°33'05"W | 7.00' |
| L11 | N06°26'55"E | 15.00' |
| L12 | N83°33'05"W | 14.26' |

| CURVE TABLE | | | |
|-------------|---------|-----------|--------|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 372.00' | 5°57'53" | 38.73' |
| C2 | 882.00' | 3°20'07" | 51.34' |
| C3 | 882.00' | 0°52'39" | 13.51' |
| C4 | 882.00' | 2°36'12" | 40.07' |
| C5 | 9.50' | 92°07'34" | 15.28' |
| C6 | 286.50' | 3°16'43" | 16.39' |
| C7 | 15.00' | 86°39'21" | 22.69' |
| C8 | 163.50' | 3°11'41" | 9.12' |
| C9 | 4.50' | 83°14'31" | 6.54' |
| C10 | 70.00' | 10°34'22" | 12.92' |
| C11 | 255.00' | 5°25'41" | 24.16' |
| C12 | 100.00' | 3°16'19" | 5.71' |
| C13 | 933.00' | 0°27'00" | 7.33' |
| C14 | 882.00' | 1°57'39" | 30.19' |
| C15 | 46.00' | 34°06'42" | 27.39' |
| C16 | 38.00' | 64°26'35" | 42.74' |
| C17 | 933.00' | 1°42'07" | 27.71' |
| C18 | 136.50' | 3°11'41" | 7.61' |

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (420 M 22)
(2) PARCEL MAP (417 M 3)
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(4) PARCEL MAP (338 M 42)
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(14) CITY OF MILPITAS, ENGINEERING DIVISION, BENCHMARK SYSTEM, FEBRUARY 21, 2002
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(16) PARCEL MAP (517 M 42)
(17) BOOK 8243 O.R. PAGE 686

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450 MONTAGUE

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SAN RAMON, CALIFORNIA

SCALE: 1" = 30' APRIL 2016



GRAPHIC SCALE

LEGEND

- DISTINCTIVE BOUNDARY LINE
RIGHT OF WAY LINE
LOT LINE
EASEMENT LINE
MONUMENT LINE
TIE LINE (AT RIGHT ANGLES)
- (R) RADIAL
(T) TOTAL
(LL) LOT LINE
(ML-PL) MONUMENT LINE TO PROPERTY LINE
(M-M) MONUMENT TO MONUMENT
(M-PL) MONUMENT TO PROPERTY LINE
(ML-ML) MONUMENT LINE TO MONUMENT LINE
● FOUND STANDARD STREET MONUMENT, UNLESS OTHERWISE NOTED
⊙ SET STANDARD STREET MONUMENT, LS 7960
● FOUND MONUMENT AS NOTED
BAE BRIDGE AND ACCESS EASEMENT
EAE EMERGENCY VEHICLE ACCESS EASEMENT
PAE PUBLIC ACCESS EASEMENT
PSUE PUBLIC SERVICE AND UTILITY EASEMENT
AC ACRE
SF SQUARE FEET
SNF SEARCHED FOR NOT FOUND
(#) RECORD DATA
CR CORNER RECORD
NO VEHICULAR ACCESS

NOTE:

1. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

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(17) BOOK 8243 O.R. PAGE 686

| LINE TABLE | | |
|------------|-------------|--------|
| NO | BEARING | LENGTH |
| L1 | N83°33'05"W | 3.50' |
| L2 | N06°26'55"E | 19.96' |
| L3 | N83°33'05"W | 34.88' |
| L4 | N58°06'37"W | 0.85' |
| L5 | N57°06'54"W | 14.78' |
| L6 | N58°06'37"W | 19.34' |
| L7 | N58°06'37"W | 20.19' |
| L8 | N06°26'55"E | 26.00' |

| CURVE TABLE | | | |
|-------------|---------|-----------|--------|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 9.50' | 71°19'42" | 11.83' |
| C2 | 9.50' | 71°19'42" | 11.83' |
| C3 | 9.50' | 71°19'42" | 11.83' |
| C4 | 17.50' | 76°16'15" | 23.30' |
| C5 | 19.50' | 24°13'15" | 8.24' |
| C6 | 19.50' | 24°13'15" | 8.24' |
| C7 | 18.00' | 90°00'00" | 28.27' |
| C8 | 606.00' | 1°50'51" | 19.54' |

LOT 1
128,696 SF±

(SEE SHEET 5)

(SEE SHEET 8)

(SEE SHEET 7)

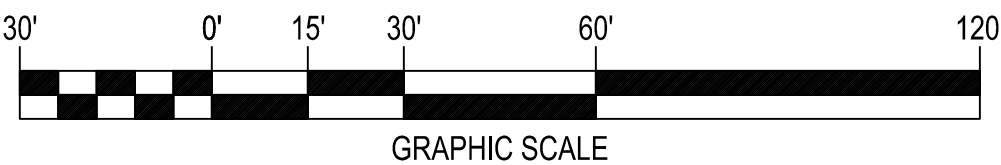
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CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 30' APRIL 2016



LEGEND

| | |
|---------|--|
| | DISTINCTIVE BOUNDARY LINE |
| | RIGHT OF WAY LINE |
| | LOT LINE |
| | EASEMENT LINE |
| | MONUMENT LINE |
| | TIE LINE (AT RIGHT ANGLES) |
| (R) | RADIAL |
| (T) | TOTAL |
| (LL) | LOT LINE |
| (ML-PL) | MONUMENT LINE TO PROPERTY LINE |
| (M-M) | MONUMENT TO MONUMENT |
| (M-PL) | MONUMENT TO PROPERTY LINE |
| (ML-ML) | MONUMENT LINE TO MONUMENT LINE |
| ⊙ | FOUND STANDARD STREET MONUMENT, UNLESS OTHERWISE NOTED |
| ⊙ | SET STANDARD STREET MONUMENT, LS 7960 |
| ● | FOUND MONUMENT AS NOTED |
| BAE | BRIDGE AND ACCESS EASEMENT |
| EAE | EMERGENCY VEHICLE ACCESS EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| PSUE | PUBLIC SERVICE AND UTILITY EASEMENT |
| AC | ACRE |
| SF | SQUARE FEET |
| SNF | SEARCHED FOR NOT FOUND |
| (#) | RECORD DATA |
| CR | CORNER RECORD |
| | NO VEHICULAR ACCESS |

NOTE:

1. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

TRACT 10324

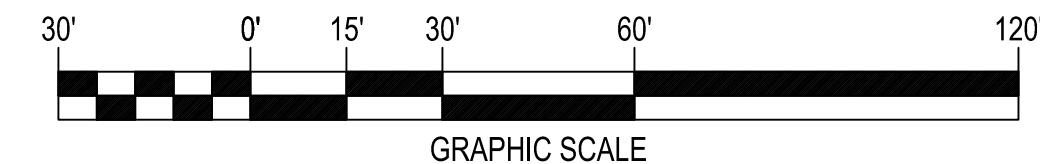
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CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 30' APRIL 2016

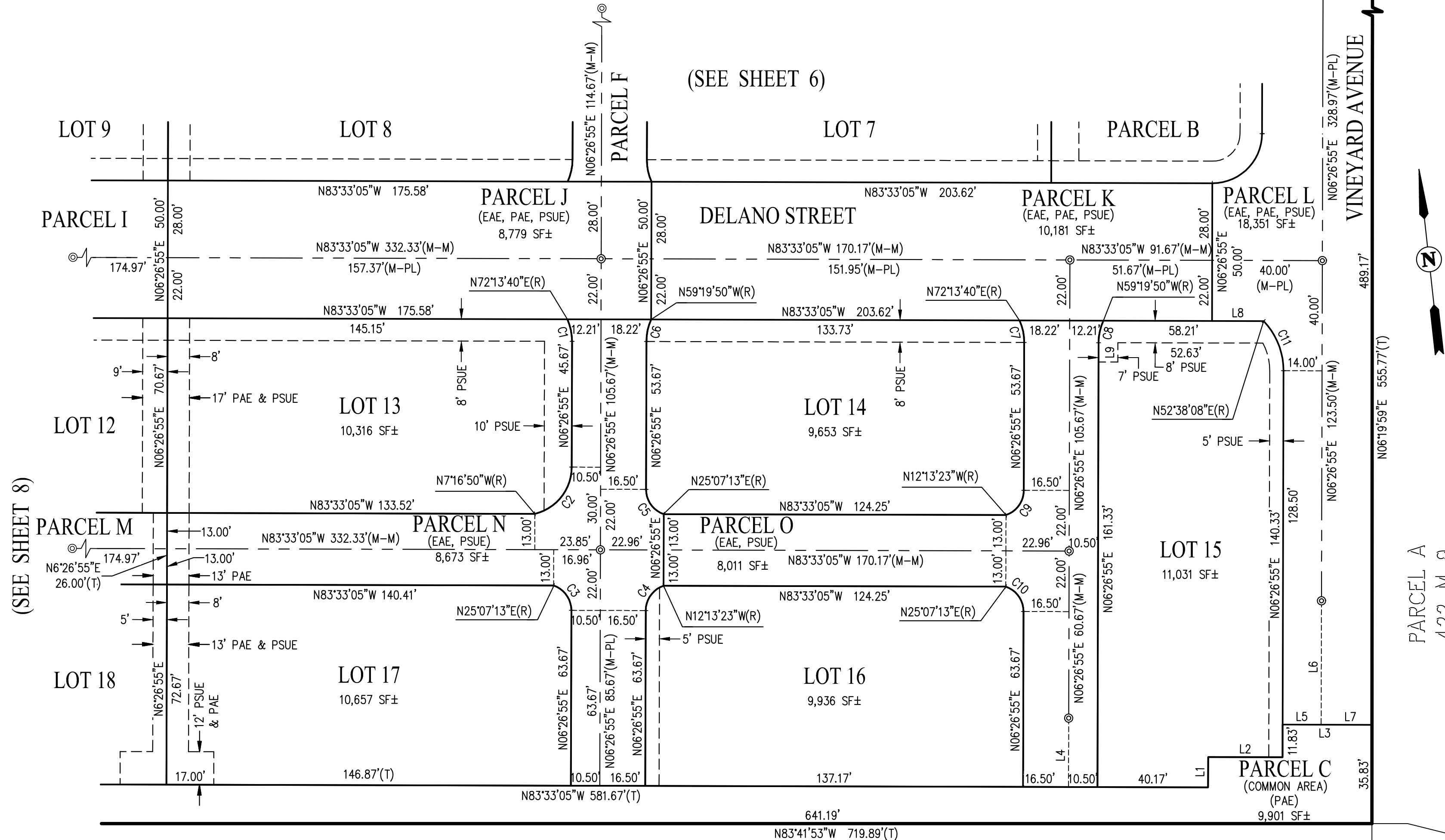


LEGEND

| | |
|----------------------|--|
| | DISTINCTIVE BOUNDARY LINE |
| | RIGHT OF WAY LINE |
| | LOT LINE |
| | EASEMENT LINE |
| | MONUMENT LINE |
| | TIE LINE (AT RIGHT ANGLES) |
| (R) | RADIAL |
| (T) | TOTAL |
| (LL) | LOT LINE |
| (ML-PL) | MONUMENT LINE TO PROPERTY LINE |
| (M-M) | MONUMENT TO MONUMENT |
| (M-PL) | MONUMENT TO PROPERTY LINE |
| (ML-ML) | MONUMENT LINE TO MONUMENT LINE |
| ⊙ | FOUND STANDARD STREET MONUMENT, UNLESS OTHERWISE NOTED |
| ⊗ | SET STANDARD STREET MONUMENT, LS 7960 |
| ● | FOUND MONUMENT AS NOTED |
| BAE | BRIDGE AND ACCESS EASEMENT |
| EAE | EMERGENCY VEHICLE ACCESS EASEMENT |
| PAE | PUBLIC ACCESS EASEMENT |
| PSUE | PUBLIC SERVICE AND UTILITY EASEMENT |
| AC | ACRE |
| SF | SQUARE FEET |
| SNF | SEARCHED FOR NOT FOUND |
| (#) | RECORD DATA |
| CR | CORNER RECORD |
| \\\\\\\\\\\\\\\\\\\\ | NO VEHICULAR ACCESS |

NOTE:

1. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.



(SEE SHEET 8)

| LINE TABLE | | |
|------------|-------------|--------|
| NO | BEARING | LENGTH |
| L1 | N06°26'55"E | 11.00' |
| L2 | N83°33'05"W | 27.00' |
| L3 | N83°33'05"W | 32.45' |
| L4 | N06°26'55"E | 25.00' |
| L5 | N83°33'05"W | 14.00' |
| L6 | N06°26'55"E | 45.00' |
| L7 | N83°33'05"W | 18.45' |
| L8 | N83°33'05"W | 18.76' |
| L9 | N06°26'55"E | 7.00' |

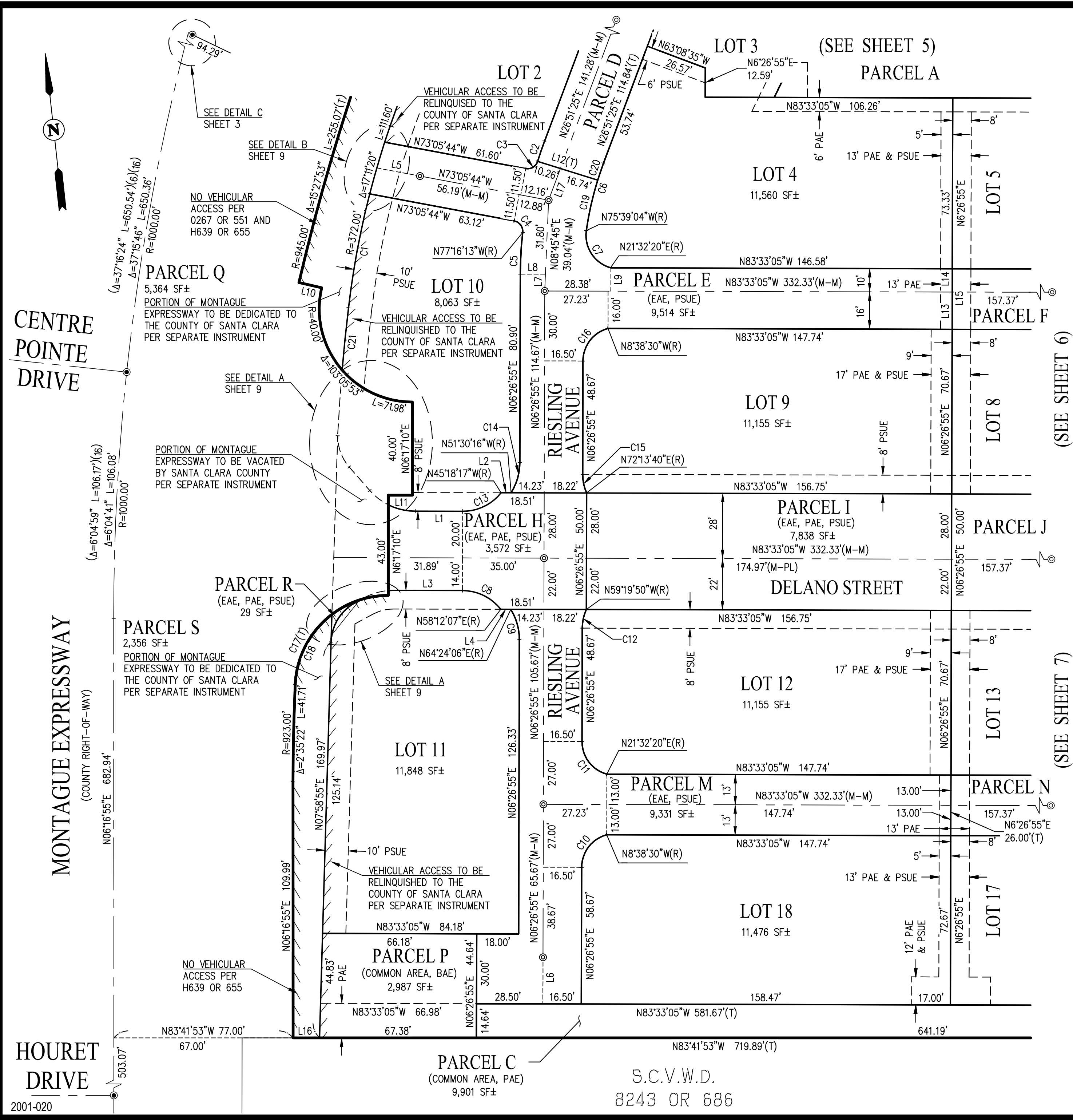
(M-PL)
(M-PL)

| CURVE TABLE | | | |
|-------------|--------|-----------|--------|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 19.50' | 24°13'15" | 8.24' |
| C2 | 17.50' | 76°16'15" | 23.30' |
| C3 | 9.50' | 71°19'42" | 11.83' |
| C4 | 9.50' | 71°19'42" | 11.83' |
| C5 | 9.50' | 71°19'42" | 11.83' |
| C6 | 19.50' | 24°13'15" | 8.24' |
| C7 | 19.50' | 24°13'15" | 8.24' |
| C8 | 19.50' | 24°13'15" | 8.24' |
| C9 | 9.50' | 71°19'42" | 11.83' |
| C10 | 9.50' | 71°19'42" | 11.83' |
| C11 | 26.00' | 43°48'47" | 19.88' |

S.C.V.W.D.
8824 OR 144

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP (420 M 22)
- (2) PARCEL MAP (417 M 3)
- (3) RECORD OF SURVEY (306 M 39)
- (4) PARCEL MAP (338 M 42)
- (5) PARCEL MAP (422 M 9)
- (6) PARCEL MAP (528 M 47)
- (7) LOT LINE ADJUSTMENT 2015-004
DOC. NO. 23102251
- (8) RECORD OF SURVEY (82 M 17)
- (9) DOC. NO. BOOK 8680, PAGE 527
- (10) RECORD OF SURVEY (253 M 7)
- (11) RECORD OF SURVEY (350 M 21)
- (12) RECORD OF SURVEY (299 M 19)
- (13) RECORD OF SURVEY (754 M 24)
- (14) CITY OF MILPITAS, ENGINEERING DIVISION,
BENCHMARK SYSTEM, FEBRUARY 21, 2002
- (15) DOC. NO. BOOK 8824, PAGE 144
- (16) PARCEL MAP (517 M 42)
- (17) BOOK 8243 O.R. PAGE 686



| CURVE TABLE | | | |
|-------------|---------|-----------|--------|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 372.00' | 7°39'51" | 49.76' |
| C2 | 163.50' | 3°11'41" | 9.12' |
| C3 | 4.50' | 83°14'31" | 6.54' |
| C4 | 4.50' | 85°49'31" | 6.74' |
| C5 | 163.50' | 6°16'52" | 17.92' |
| C6 | 136.50' | 12°30'30" | 29.80' |
| C7 | 14.50' | 82°48'36" | 20.96' |
| C8 | 21.00' | 51°45'12" | 18.97' |
| C9 | 24.50' | 32°02'49" | 13.70' |
| C10 | 14.50' | 74°54'35" | 18.96' |
| C11 | 14.50' | 74°54'35" | 18.96' |
| C12 | 19.50' | 24°13'15" | 8.24' |
| C13 | 21.00' | 51°45'12" | 18.97' |
| C14 | 24.50' | 32°02'49" | 13.70' |
| C15 | 19.50' | 24°13'15" | 8.24' |
| C16 | 14.50' | 74°54'35" | 18.96' |
| C17 | 40.00' | 87°24'53" | 61.03' |
| C18 | 40.00' | 50°12'24" | 35.05' |
| C19 | 136.50' | 9°18'49" | 22.19' |
| C20 | 136.50' | 3°11'41" | 7.61' |
| C21 | 844.00' | 1°49'37" | 26.91' |

| LINE TABLE | | |
|------------|-------------|---------------|
| NO | BEARING | LENGTH |
| L1 | N83°33'05"W | 20.36' |
| L2 | N83°33'05"W | 4.27' |
| L3 | N83°33'05"W | 29.69' |
| L4 | N83°33'05"W | 4.27' |
| L5 | N73°05'44"W | 18.87' (M-PL) |
| L6 | N06°26'55"E | 20.00' |
| L7 | N08°45'45"E | 7.24' (M-PL) |
| L8 | N83°33'05"W | 10.79' |
| L9 | N06°26'55"E | 10.00' |
| L10 | N70°36'57"W | 10.00' (R) |
| L11 | N83°42'50"W | 10.39' |
| L12 | N66°20'15"W | 27.00' (R) |
| L13 | N06°26'55"E | 16.00' |
| L14 | N06°26'55"E | 10.00' |
| L15 | N06°26'55"E | 26.00' |
| L16 | N83°41'53"W | 11.32' |
| L17 | N26°51'25"E | 14.48' (M-PL) |

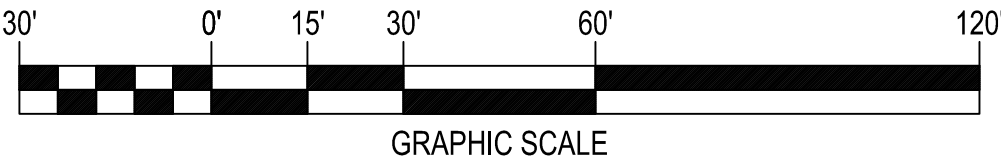
TRACT 10324
450 MONTAGUE

CONSISTING OF 9 SHEETS
FOR CONDOMINIUM PURPOSES
BEING A SUBDIVISION OF PARCELS ONE AND TWO OF LOT LINE
ADJUSTMENT 2015-004, RECORDED BY GRANT DEED, OCTOBER 8, 2015 IN
DOCUMENT NO. 23102251, AND PARCEL ONE PER THAT CERTAIN GRANT
DEED RECORDED APRIL 2, 2015 IN DOCUMENT NO. 22904355 OF
OFFICIAL RECORDS SANTA CLARA COUNTY
LYING ENTIRELY WITHIN THE CITY OF MILPITAS, SANTA CLARA COUNTY

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 30' APRIL 2016



LEGEND

- DISTINCTIVE BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- MONUMENT LINE
- TIE LINE (AT RIGHT ANGLES)
- (R) RADIAL
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- (LL) LOT LINE
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- FOUND MONUMENT AS NOTED
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- EAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PSUE PUBLIC SERVICE AND UTILITY EASEMENT
- AC ACRE
- SF SQUARE FEET
- SNF SEARCHED FOR NOT FOUND
- (#) RECORD DATA
- CR CORNER RECORD
- NO VEHICULAR ACCESS

NOTE:

1. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.

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Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

APRIL 2016

LEGEND

| | |
|---------|--|
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| | RIGHT OF WAY LINE |
| | LOT LINE |
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| | MONUMENT LINE |
| | TIE LINE (AT RIGHT ANGLES) |
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| PAE | PUBLIC ACCESS EASEMENT |
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| AC | ACRE |
| SF | SQUARE FEET |
| SNF | SEARCHED FOR NOT FOUND |
| (#) | RECORD DATA |
| CR | CORNER RECORD |
| | NO VEHICULAR ACCESS |

REFERENCES:

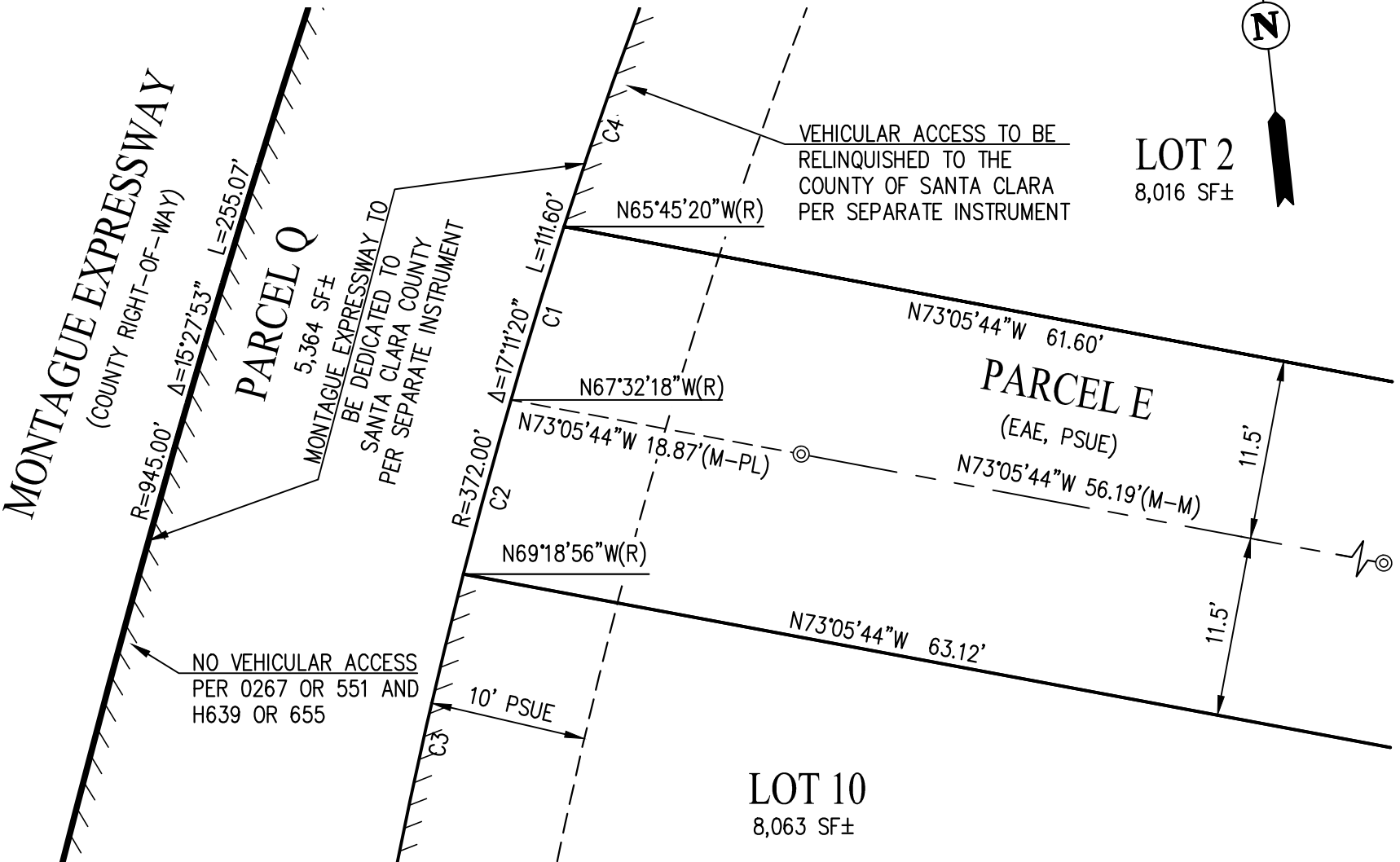
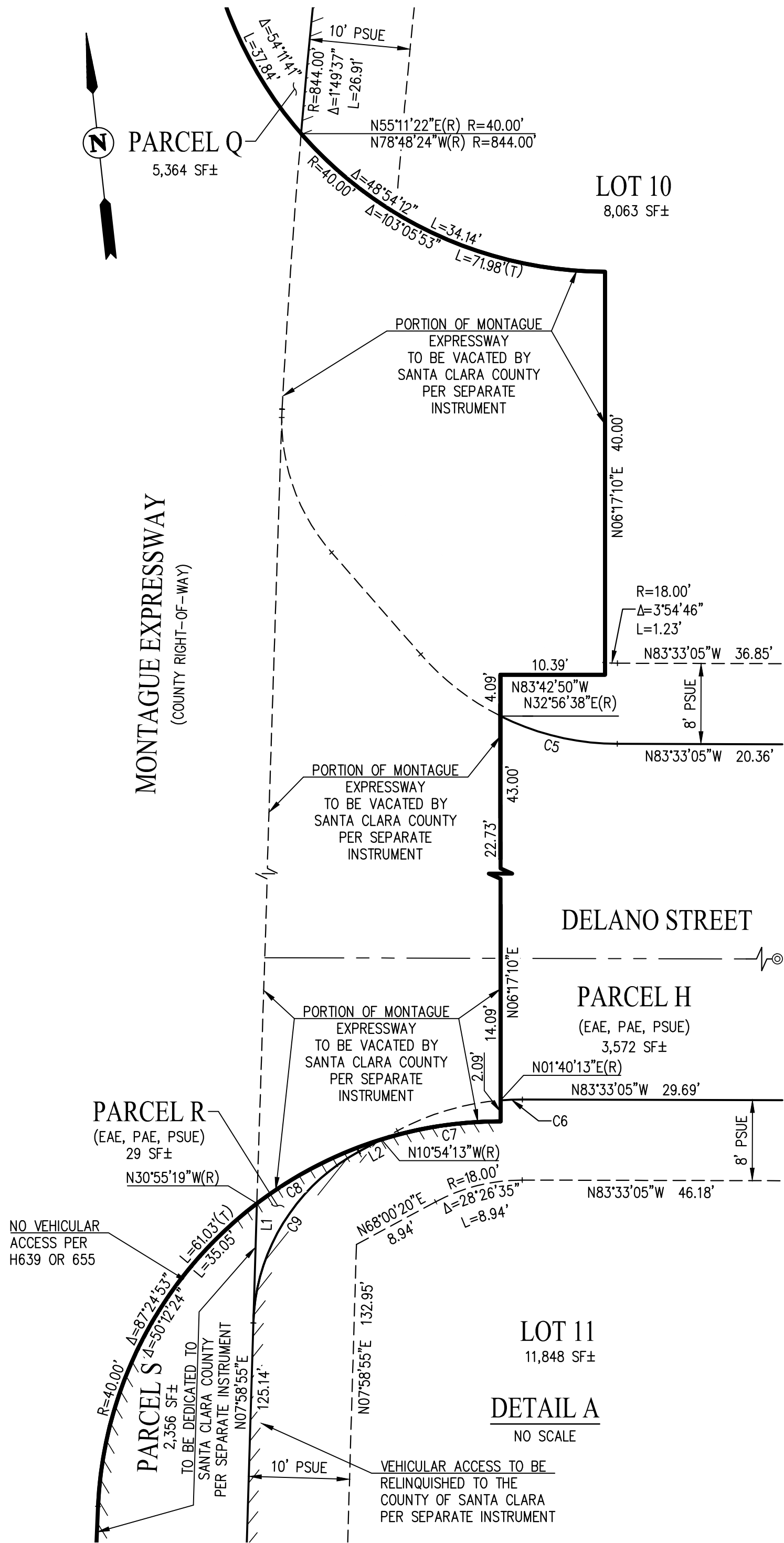
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| CURVE TABLE | | | |
|-------------|---------|-----------|--------|
| N0 | RADIUS | DELTA | LENGTH |
| C1 | 372.00' | 1°46'58" | 11.57' |
| C2 | 372.00' | 1°46'38" | 11.54' |
| C3 | 372.00' | 7°39'51" | 49.76' |
| C4 | 372.00' | 5°57'53" | 38.73' |
| C5 | 26.00' | 26°29'43" | 12.02' |
| C6 | 26.00' | 4°46'42" | 2.17' |
| C7 | 40.00' | 17°11'23" | 12.00' |
| C8 | 40.00' | 20°01'06" | 13.98' |
| C9 | 20.00' | 60°01'25" | 20.95' |

| LINE TABLE | | |
|------------|-------------|--------|
| N0 | BEARING | LENGTH |
| L1 | N07°58'55"E | 11.86' |
| L2 | N68°00'20"E | 2.50' |

NOTE:

1. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.



Subdivider(s): LMC MILPITAS HOLDINGS I, LLC and
LENNAR HOMES OF CALIFORNIA
Subdivision Name: 450 MONTAGUE

Private Job Account No.: 1110
Improvement Plan No.: 2-1202
Tract Map No.: 10324
Council Approval Date: 6/7/16

CITY OF MILPITAS
SUBDIVISION IMPROVEMENT AGREEMENT

This AGREEMENT, executed this _____ day of _____ 2016, at Milpitas, California, is by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "CITY"); and LMC MILPITAS HOLDINGS I, LLC, a Delaware Limited Liability Company and LENNAR HOMES OF CALIFORNIA, a California Corporation (hereafter referred to as "SUBDIVIDER").

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a final map filed with the Milpitas City Council, marked and designated as Tract No. 10324 (the "Subdivision").
- B. The Subdivision shows certain easements which are offered for dedication for public use.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. SUBDIVIDER shall at its sole cost and expense, construct all those certain improvements listed in **Improvement Plan No. 2-1202** ("Improvement Plan") and specifications, which includes setting survey monuments and identified by Private Job Account No. 1110 (and any subsequent accounts created for this Subdivision, hereby referred to and made a part hereof the same as if set forth at length herein), and as set forth in the conditions of approval for the Subdivision. SUBDIVIDER agrees that any design changes to the Improvement Plan may necessitate CITY approval.
- 2. SUBDIVIDER shall also at its sole cost and expense, construct public parks (Park A and Park B), links to all parks, linear park trail (within the Subdivision) and associated amenities. All public parks, links to the parks and the linear park trail shall be accepted by the CITY upon completion and acceptance of park improvements as shown on City approved plans.
- 3. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have received approval by the City Engineer, in writing, nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of the City Engineer or his/her designee.
- 4. SUBDIVIDER shall construct said improvements and said construction is subject to the inspection of and to the satisfaction of the CITY.

5. SUBDIVIDER shall construct said improvements in accordance with the requirements set forth in said Improvement Plan referred to above, all applicable local, state, and federal codes, ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
6. SUBDIVIDER shall carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to **LMC MILPITAS HOLDINGS I, LLC, a Delaware Limited Liability Company and LENNAR HOMES OF CALIFORNIA, a California Corporation** and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.

SUBDIVIDER shall hereby indemnify, defend (with counsel approved by CITY), protect and hold harmless the indemnitees from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this AGREEMENT, including but not limited to the Prevailing Wage Laws, or any act or omission of CITY or Developer related to this AGREEMENT with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that CITY does not, and shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless AGREEMENT because of the acceptance by CITY, or Developer's deposit with CITY of any of the insurance policies described in this AGREEMENT.

7. All said improvements shall be completed and ready for final inspection by the CITY **within 36 months** of the date of execution of this AGREEMENT or **prior to first Certificate of Occupancy** for the Subdivision, whichever comes first. If SUBDIVIDER shall fail to complete the work required by this AGREEMENT within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER. Additionally, CITY may contact the surety bond companies and seek enforcement of any bonds securing this AGREEMENT.
8. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **Two Million Six Hundred Sixty Thousand Five Hundred Forty-Nine Dollars (\$2,660,549.00)** conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this AGREEMENT and conditioned upon the full and faithful performance of any and all public improvement work required hereunder.
9. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **One Million One Hundred Fifty-Two Thousand Five Hundred Forty-Nine Dollars (\$1,152,549.00)** conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this AGREEMENT and conditioned upon the full and faithful performance of all park improvement work required hereunder paragraph 2.
10. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER shall pay all costs and expenses incurred by CITY in securing performance of such

obligation, and if suit be brought by CITY to enforce this AGREEMENT, SUBDIVIDER, shall pay costs of suit and reasonable attorney's fees to be fixed by the Court.

11. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **Two Million Six Hundred Sixty Thousand Five Hundred Forty-Nine Dollars (\$2,660,549.00)** insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.
12. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **One Million One Hundred Fifty-Two Thousand Five Hundred Forty-Nine Dollars (\$1,152,549.00)** insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with all park improvement work required hereunder paragraph 2.
13. SUBDIVIDER shall pay all costs for labor or materials in connection with the work of improvement hereunder.
14. Any faithful performance security required hereunder shall be reduced to ten percent (10%) of the security's original value for one (1) year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
15. Prior to commencing any work, SUBDIVIDER, shall obtain an Encroachment Permit from the Engineering Department and at SUBDIVIDER's sole cost and expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, CITY may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay CITY the premium therefor.
16. SUBDIVIDER shall ensure that any general contractor engaged by the SUBDIVIDER for any work of improvement under this AGREEMENT will have:
 - a. In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.

or

- b. In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.
17. SUBDIVIDER shall indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee or agent of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.
18. SUBDIVIDER shall comply with all conditions and notes of approval for this Subdivision, pay all fees, and costs and expenses incurred by CITY in connection with said Subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain a **Private Job Account No. 1110** (and any subsequent accounts created for this Subdivision) for this purpose with additional deposits as required by CITY.

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- a. Estimated Engineering Fees to be paid upon execution of this AGREEMENT are as follows:

| | Type of Fees and Deposits | City Account No. | Calculated Fee |
|---|--|------------------|---------------------|
| 1 | Plan Review, Map Review and Inspection Deposit | PJ1110-13-2500 | \$381,310.00 |
| 2 | Improvement Reimbursement Fee | 310-3614-xx70 | N/A |
| 3 | Other Fees/Deposits | XXXX-XX-XXX | N/A |
| | | Total = | \$381,310.00 |

- b. Estimated Engineering Fees to be paid at the time of building permit issuance:

| | Type of Fee | City Account No. | Calculated Fee |
|----|---|------------------|------------------------|
| 1 | Water Connection Fee (residential): 489 units @ \$1,164 per unit | 402-3715 | \$569,196.00 |
| 1A | Water Connection Fee (commercial): \$5.97/gpd @ 110gpd/ksf for new 8,840sf area | 402-3715 | \$5,805.23 |
| 2 | Water Connection Fee Credit: a credit with \$5.97/gpd @ 110 gpd/ksf for previous use of 74,550sf commercial building | | -\$48,956.99 |
| 3 | Sewer Connection Fee (residential): 489 units @ \$1,406 per unit | 452-3715 | \$687,534.00 |
| 3A | Sewer Connection Fee (commercial): \$8.52/gpd WW discharge @ 110gpd/ksf for new 8,840sf area | 452-3715 | \$8,284.85 |
| 4 | Sewer Connection Fee Credit: a credit with \$8.52/gpd @ 110gpd/ksf for previous use of 74,550sf commercial building | | -\$69,868.26 |
| 5 | Storm Drain Connection Fee (residential): \$542,790 for 489 units @ \$1,110/unit; \$4,361 for 0.91 acre of public park/PAE @ \$4,792/acre | 340-3711 | \$547,151.00 |
| 5A | Storm Drain Connection Fee (commercial): based 8,840sf new commercial area @ \$21,562 per acre | 340-3711 | \$4,375.76 |
| 6 | Transit Area Specific Plan Impact Fees: 489 units @ \$32,781 per unit | 350-3718 | \$16,029,909.00 |
| 7 | Sewer Treatment Plant Fee | 452-3714 | N/A |
| | Sub-total | | \$17,733,430.59 |
| 8 | Permit Automation Fee (2.5% of total fees above) | 505-3601 | \$443,335.76 |
| | | TOTAL = | \$18,176,766.35 |

- c. Credits and/or Reimbursements due to SUBDIVIDER: Subdivider will receive certain fee credit in accordance with a separate Fee Credit AGREEMENT.

The above fees set forth in Section 18A and 18B are estimates only. The amount of fee to be paid in Section 18a and 18b shall be the amount in effect as approved by the City Council, at the time that full payment is made to the City. Full payment is due to the City at time of building permit issuance unless otherwise stated in this AGREEMENT.

19. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete Record Drawings showing all the changes from the original plan.

20. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that it will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY, SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
21. SUBDIVIDER shall dedicate an easement for future pedestrian bridge over Montague Expressway as shown on recorded Tract Map 10324. See **EXHIBIT "C"** for preliminary exhibit.
22. CITY will accept on behalf of the public, the public easements offered for dedication upon completion and acceptance of public improvements, and will supply water for sale to and within said Subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this AGREEMENT.
23. SUBDIVIDER shall have a City-approved Storm Water Control Plan (SWCP), including an Operation and Maintenance Plan (O&M Plan), prior to issuance of first building permit. SUBDIVIDER shall execute an Operation and Maintenance AGREEMENT (O&M AGREEMENT) and establish a Private Job Account in accordance with the O&M AGREEMENT prior to issuance of the last Certificate of Occupancy for the Subdivision.
24. This AGREEMENT shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said Subdivision. All public improvements shall be constructed to the satisfaction of the City Engineer prior to issuance of the first Certificate of Occupancy for any residential unit in the Subdivision.
25. SUBDIVIDER shall, upon ten (10) days written notice from CITY, immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
26. This AGREEMENT shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this AGREEMENT shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
27. Nothing contained in this AGREEMENT shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
28. Time shall be of the essence of this AGREEMENT. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, the day and year first above written.

*Signed and Sealed this _____ day of _____, 2016.

CITY OF MILPITAS

By: _____
Thomas C. Williams, City Manager

SUBDIVIDER:

LMC MILPITAS HOLDINGS I, LLC, a Delaware
Limited Liability Company

By: _____

**By: _____
Name:
Title:

LENNAR HOMES OF CALIFORNIA, a California
Corporation

By: _____

**By: _____
Name:
Title:

APPROVED AS TO FORM THIS

_____ day of _____, 2016

By: _____
Christopher Diaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2016

By: _____
Steven Machida, P.E.
Director of Engineering/City Engineer

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and proper acknowledgment shall be attached.

EXHIBIT “A”

**PUBLIC PARK AND PARK LINK COST
ESTIMATES**

EXHIBIT “B”

PUBLIC IMPROVEMENT COST ESTIMATES

Bond No. _____
Premium: _____

Principal: LMC MILPITAS HOLDINGS I, LLC
Subdivision Name: 450 MONTAGUE

**CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND
Tract Map No. 10324
(Public Improvements)**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: _____;

WHEREAS, the principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract; and

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of Two Million Six Hundred Sixty Thousand Five Hundred Forty-Nine Dollars (\$2,660,549.00) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said AGREEMENT and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void otherwise it shall be and remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed at costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2016.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

| | |
|-------------------------------------|-------------------------------------|
| SUBDIVIDER: _____ | SURETY: _____ |
| By: _____ (write name) | By: _____ (write name) |
| By: _____ (type name and office) | By: _____ (type name and office) |

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2016.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2016.)

THIS JURAT MUST BE COMPLETED
BY A NOTARY IF THE VERIFICATION
IS EXECUTED OUTSIDE OF CALIFORNIA

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form. A power of attorney is not enough.

Form Approved:

Bond No. _____
Premium: _____

Principal: LENNAR HOMES OF CALIFORNIA
Subdivision Name: 450 MONTAGUE

**CITY OF MILPITAS
FAITHFUL PERFORMANCE BOND
Tract Map No. 10324
(Public Parks, Park Links and Linear Park Trail)**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: _____;

WHEREAS, the principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract; and

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Milpitas, California, in the penal sum of One Million One Hundred Fifty-Two Thousand Five Hundred Forty-Nine Dollars (\$1,152,549.00) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said AGREEMENT and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void otherwise it shall be and remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City in successfully enforcing such obligation, all to be taxed at costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2016.

NOTE: BE SURE BOND DATE DOES NOT PRE-DATE CONTRACT.

SUBDIVIDER: _____ SURETY: _____

By: _____ By: _____
(write name) (write name)

By: _____ By: _____
(type name and office) (type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2016.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2016.)

THIS JURAT MUST BE COMPLETED
BY A NOTARY IF THE VERIFICATION
IS EXECUTED OUTSIDE OF CALIFORNIA

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form. A power of attorney is not enough.

Form Approved:

Bond No. _____
Premium: _____

Principal: LMC MILPITAS HOLDINGS I, LLC
Subdivision Name: 450 MONTAGUE

**CITY OF MILPITAS
LABOR AND MATERIALS BOND
Tract Map No. 10324
(Public Improvements)**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: _____;

WHEREAS, under the terms of the contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Milpitas to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code; and

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, said Principal and the undersigned as corporate surety, their heirs, successors, executors and administrators, are held firmly bound, jointly and severally, unto the City of Milpitas, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid AGREEMENT and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Two Million Six Hundred Sixty Thousand Five Hundred Forty-Nine Dollars (\$2,660,549.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2016.

SUBDIVIDER: _____ SURETY: _____

By: _____
(write name)

By: _____
(write name)

By: _____
(type name and office)

By: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2016.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2016.)
)
)
)
)
)

THIS JURAT MUST BE COMPLETED
BY A NOTARY IF THE VERIFICATION
IS EXECUTED OUTSIDE OF CALIFORNIA

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form. A power of attorney is not enough.

Form Approved:

Bond No. _____

Premium: _____

Principal: LENNAR HOMES OF CALIFORNIA

Subdivision Name: 450 MONTAGUE

**CITY OF MILPITAS
LABOR AND MATERIALS BOND
Tract Map No. 10324
(Public Parks, Park Links and Linear Park Trail)**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to perform the following work, to wit: _____;

WHEREAS, under the terms of the contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Milpitas to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code; and

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, said Principal and the undersigned as corporate surety, their heirs, successors, executors and administrators, are held firmly bound, jointly and severally, unto the City of Milpitas, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid AGREEMENT and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of One Million One Hundred Fifty-Two Thousand Five Hundred Forty-Nine Dollars (\$1,152,549.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on _____, 2016.

SUBDIVIDER: _____

SURETY: _____

By: _____
(write name)

By: _____
(write name)

By: _____
(type name and office)

By: _____
(type name and office)

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2016.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2016.)

THIS JURAT MUST BE COMPLETED
BY A NOTARY IF THE VERIFICATION
IS EXECUTED OUTSIDE OF CALIFORNIA

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form. A power of attorney is not enough.

Form Approved:

Subdivider: LMC MILPITAS HOLDINGS I, LLC
Subdivision No. : Tract Map No. 10324
Subdivision Name: 450 MONTAGUE

CITY OF MILPITAS

**CERTIFICATE RELATING TO WORKER'S COMPENSATION
INSURANCE PURSUANT TO LABOR CODE SECTION 3800**

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work of improvement under AGREEMENT with the City of Milpitas. (Check one of the following):

_____ Any general contractor engaged by me for said work will have in full force and effect Worker's Compensation Insurance pursuant to the attached certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ Or has in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations or the insurer may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on _____
_____ at _____ (Date)
(City)

By: _____

Official Title

On behalf of: _____
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS.

Subdivider: LMC MILPITAS HOLDINGS I, LLC
Subdivision No. Tract Map 10324
Subdivision Name: 450 MONTAGUE

CITY OF MILPITAS
CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

Pursuant to California Labor Code Section 3800, the undersigned Insurer certifies that it is an admitted Worker's Compensation Insurer, that it has issued a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner (bearing policy number _____) to _____ in connection with the above Subdivision, title and subdivider. Said policy is now in full force and effect and the full deposit premium has been paid. At least 10 days advance notice of the cancellation of said policy will be given to the City of Milpitas. The expiration date on said policy is _____.

Dated: _____

INSURANCE COMPANY
(Signature)

Address: _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE (Type Name)

Address: _____

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the _____ day of _____, 2016. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this _____ day of _____, 2016.

(Sign)

(Type Name)

Subdivider: LMC MILPITAS HOLDINGS I, LLC
Subdivision No. Tract Map No. 10324
Subdivision Name: 450 MONTAGUE

CERTIFICATE OF GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

The undersigned insurance company certifies to the City of Milpitas, California, that it has issued a general public liability insurance policy, policy number _____ to _____ in connection with a work of improvement generally described as Street and underground improvement on _____. The policy names the City of Milpitas, its officers and employees (as additional insured) and insures said City, officers and employees against liability arising out of activities, including but not limited to, coverage for all work performed by or on behalf of permittee, products and completed operations of the permittee; the premises owned, occupied or used by the permittee; or automobiles owned, leased, hired or borrowed by the permittee in the following minimum amounts and for the following periods:

| <u>COVERAGE</u> <u>LIABILITY</u> | <u>POLICY NUMBER</u> | <u>POLICY PERIOD</u> | <u>MINIMUM LIMITS OF</u> |
|-------------------------------------|----------------------|----------------------|---|
| (1) Bodily Injury | | | \$1,000,000 each person) \$1,000,000 each occurrence)) * |
| (2) Property Damage | | | \$1,000,000 each occurrence) \$1,000,000 aggregate) |

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) that said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

Address of Signatory:

Insurance Company

Authorized Signature (Sign)

Authorized Signature (Type)

* If Subdivision involves less than \$50,000, City will accept \$300,000/\$50,000

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the _____ day of _____, 2016. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public this _____ day of _____, 2016.

(Sign)

(Type Name)

** If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2016, by _____

Subdivider: LENNAR HOMES OF CALIFORNIA
Subdivision No. Tract Map No. 10324
Subdivision Name: 450 MONTAGUE

CITY OF MILPITAS

**CERTIFICATE RELATING TO WORKER'S COMPENSATION
INSURANCE PURSUANT TO LABOR CODE SECTION 3800**

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work of improvement under AGREEMENT with the City of Milpitas. (Check one of the following):

_____ Any general contractor engaged by me for said work will have in full force and effect Worker's Compensation Insurance pursuant to the attached certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ Or has in full force and effect and have attached hereto a Certificate of Consent to Self-insure issued by the Director of Industrial Relations or the insurer may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on _____
_____ at _____ (Date)
(City)

By: _____

Official Title

On behalf of: _____
Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED
AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS.

Subdivider: LENNAR HOMES OF CALIFORNIA
Subdivision No.: Tract Map No. 10324
Subdivision Name: 450 MONTAGUE

CITY OF MILPITAS
CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

Pursuant to California Labor Code Section 3800, the undersigned Insurer certifies that it is an admitted Worker's Compensation Insurer, that it has issued a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner (bearing policy number _____) to _____ in connection with the above Subdivision, title and subdivider. Said policy is now in full force and effect and the full deposit premium has been paid. At least 10 days advance notice of the cancellation of said policy will be given to the City of Milpitas. The expiration date on said policy is _____.

Dated: _____

INSURANCE COMPANY
(Signature)

Address: _____

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE (Type Name)

Address: _____

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the _____ day of _____, 2016. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, this _____ day of _____, 2016.

(Sign)

(Type Name)

Subdivider: LENNAR HOMES OF CALIFORNIA
Subdivision No.: Tract Map No. 10324
Subdivision Name: 450 MONTAGUE

CERTIFICATE OF GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

The undersigned insurance company certifies to the City of Milpitas, California, that it has issued a general public liability insurance policy, policy number _____ to _____ in connection with a work of improvement generally described as Street and underground improvement on _____. The policy names the City of Milpitas, its officers and employees (as additional insured) and insures said City, officers and employees against liability arising out of activities, including but not limited to, coverage for all work performed by or on behalf of permittee, products and completed operations of the permittee; the premises owned, occupied or used by the permittee; or automobiles owned, leased, hired or borrowed by the permittee in the following minimum amounts and for the following periods:

| <u>COVERAGE</u> <u>LIABILITY</u> | <u>POLICY NUMBER</u> | <u>POLICY PERIOD</u> | <u>MINIMUM LIMITS OF</u> | |
|-------------------------------------|----------------------|----------------------|-----------------------------|-----|
| (1) Bodily Injury | | | \$1,000,000 each person |) |
| | | | \$1,000,000 each occurrence |) |
| | | | |) * |
| (2) Property Damage | | | \$1,000,000 each occurrence |) |
| | | | \$1,000,000 aggregate |) |

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) that said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Clerk.

Address of Signatory:

Insurance Company

Authorized Signature (Sign)

Authorized Signature (Type)

* If Subdivision involves less than \$50,000, City will accept \$300,000/\$50,000

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the _____ day of _____, 2016. **

Authorized Signatory (Sign)

(Type Name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public this _____ day of _____, 2016.

(Sign)

(Type Name)

** If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2016, by _____

| | |
|--|--|
| Recording requested by: City of Milpitas When recorded mail to: City of Milpitas Director of Planning & Neighborhood Services 455 E. Calaveras Blvd. Milpitas, CA 95035 | |
|--|--|

APN:

Space above for Recorder's Use Only

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ _____ CITY TAX \$ _____

___ computed on full value of property conveyed; or

___ computed on full value less value of liens or encumbrances remaining at time of sale.

___ Unincorporated area: ___ City of _____, and

Density Average Agreement Affecting Real Property

This Agreement Affecting Real Property ("Agreement") is entered into this ____ day of _____, 20__, by and between the CITY OF MILPITAS, a California municipal corporation (hereinafter referred to as the "City") and LENNAR HOMES OF CALIFORNIA, INC., a California corporation, (hereinafter referred to as "Transferring Property Owner") and LMC MILPITAS HOLDINGS I, LLC, a Delaware limited liability company (hereinafter referred to as "Receiving Property Owner"). Each of City, Transferring Property Owner, and Receiving Property Owner are sometimes hereinafter referred to as a "Party" and collectively as the "Parties" with reference to the following:

RECITALS

WHEREAS, on _____, the Milpitas City Council approved Site Development Permit No. SD1_____, Conditional Use Permit No. _____, Major Tentative Map No. _____ to allow for a multi-family high density project on the Receiving Property Owner's property ("Receiving Property"), more specifically described in **Exhibit A** to this Agreement; and

WHEREAS, Receiving Property Owner is the fee simple owner of the Receiving Property more specifically depicted and described in **Exhibit A**, attached and incorporated into this Agreement; and

WHEREAS, Transferring Property Owner is the fee simple owner of the Transferring Property more specifically depicted and described in **Exhibit B** (the "Transferring Property"), attached and incorporated into this Agreement; and

WHEREAS, both the Receiving Property and Transferring Property (the "Properties") are located within the Milpitas Transit Area Specific Plan Area; and

WHEREAS, the Receiving Property Owner's development may exceed the maximum

allowable density by Forty Two and Eight Tenths (42.8) units and the Transferring Property Owner's development is less than the minimum allowable density by Twenty One and Four Tenths (21.4) units and less than the maximum allowable density by Fifty Five and Four Tenths (55.4) units under the requirements of the Transit Area Specific Plan (each a "Density Unit"); and

WHEREAS, pursuant to the Milpitas Zoning Code, State law, and the Milpitas Transit Area Specific Plan (Policy 3.8) through a process called "density averaging," decreased density on one project site below that required by local zoning restrictions can, under certain circumstances, be permitted where there is corresponding increased density on a neighboring property or project site and the combined density of the two projects when averaged conforms with overall development requirements; and

WHEREAS, pursuant to the same provisions, density that is available on one project site that is not being utilized by development on that site can be transferred to another project site; and

WHEREAS, by this Agreement, the City, Transferring Property Owner, and Receiving Property Owner wish to memorialize the transfer of Density Units from the Transferring Property to the Receiving Property and the density averaging calculations approved by the City Council.

NOW THEREFORE, in consideration of the covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. Transferring Property Owner, owner of the Transferring Property, and Receiving Property Owner, owner of the Receiving Property, by way of this Agreement, wish to memorialize the developmental limits and rights accorded through the density averaging process approved by the City Council of the City of Milpitas. This process is defined in subsections (a) and (b) of this paragraph and carried out according to the constraints and calculations described in this recorded Agreement.
 - a. Density averaging is the practice by which a higher density structure on a portion of a project site is allowed to exceed the usual density development limits, provided that the overall density on the entire project site conforms with applicable development standards set forth in a general plan, specific plan or other land use standard. In this manner, density increases in one area are offset by a corresponding decrease in allowable density in another part of the site.
 - b. The Transferring Property will be the lower density site and the Receiving Property will be the higher density site for purposes of density averaging conducted pursuant to this Agreement.
2. Validity of Title. Receiving Property Owner represents and warrants that it is the fee owner of the Receiving Property and is authorized to encumber the Receiving Property. Transferring Property Owner also represents and warrants the same regarding the

Transferring Property.

3. Covenant Running With the Land. The Parties hereto agree that the provisions of this recorded Agreement confer a benefit upon the Receiving Property and a burden on the Transferring Property. Accordingly, the covenants contained in this Agreement are hereby deemed to be covenants running with the land as applied to both Properties.
4. Notices. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, addressed to the Parties as follows:

TRANSFERRING PROPERTY OWNER:

LENNAR HOMES OF CALIFORNIA, INC.

RECEIVING PROPERTY OWNER:

LMC MILPITAS HOLDINGS I, LLC

CITY:

City of Milpitas
Attn: Director of Planning & Neighborhood Services
455 East Calaveras Boulevard
Milpitas, California 95035

Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive business days following the deposit of the same in the United States mail.

5. Density Averaging Limit. The limitations of this Agreement shall not independently prevent a property owner from constructing rights of way, landscaping, and other improvements unrelated to commercial, residential, or industrial structures intended for human occupancy, so long as such improvements are otherwise permitted by City and law. Additionally, notwithstanding any provisions of this Agreement, both Transferring Property Owner and Receiving Property Owner shall comply with each and every approval, conditions of approval, permit, or other applicable requirements relating to the development of the Transferring Property and Receiving Property, respectively. Except as otherwise expressly set forth herein, nothing in this Agreement shall change, revise,

modify, or in any way affect any approval, conditions of approval, permit, or other applicable requirements for the development of the Transferring Property or Receiving Property.

6. Density Averaging Calculation. The density averaging calculation described in this Paragraph 6 memorializes the allowable individual minimum and maximum density development limits approved by the City Council for the Transferring Property and the Receiving Property, respectively (the “Density Limitations”). Except as expressly set forth herein, the Density Limitations on the Transferring and Receiving Properties shall not be altered, recalculated or changed in any manner, unless (a) the Properties are later rezoned so as to allow more intense or less development or modified by a density development bonus, as allowed by law, and (b) this Agreement is modified by the Parties, after application or request of the applicable Property owner(s).
- a. Table 1 below sets forth the minimum densities for the Transferring and Receiving Properties under the Transit Area Specific Plan (“Minimum Densities”) prior to the execution of this Agreement:

Table 1: Minimum Densities for the Receiving and Transferring Properties in the Absence of Density Averaging Agreement

| | Acreage | Units | Units Per Acre* | MXD3-TOD/R3 Zoning Districts allowed minimum density |
|-----------------------|--------------|------------|-----------------|--|
| Receiving Property | 2.98 | 351 | 117.7 | 41 |
| Transferring Property | 7.05 | 138 | 19.6 | 41 |
| TOTAL | 10.03 | 489 | 48.75 | |

* Unit per acre calculation determined by division of total number of units by number of acres allocated to said units or property/project.

- b. Table 2 below sets forth the maximum allowed densities for the Transferring and Receiving Properties under the Transit Area Specific Plan (“Maximum Densities”, with the Minimum Densities, the “Density Limitations”) prior to the execution of this Agreement:

Table 2: Maximum Densities for the Receiving and Transferring Properties in the Absence of Density Averaging Agreement

| | Acreage | Units | Units Per Acre* | MXD3-TOD/R3 Zoning District allowed maximum density |
|-----------------------|--------------|------------|-----------------|---|
| Receiving Property | 2.98 | 351 | 117.7 | 75 |
| Transferring Property | 7.05 | 138 | 19.6 | 75 |
| TOTAL | 10.03 | 489 | 48.75 | 150 |

* Unit per acre calculation determined by division of total number of units by number of acres allocated to said units or property/project.

- c. Transfer of Density Units. Transferring Property Owner, as owner of the Transferring Property, hereby transfers, grants and conveys forty-five (45) Density Units associated with the Transferring Property to the Receiving Property, thereby adding density development rights to the Receiving Property and burdening the Transferring Property as follows:

Table 3: Maximum Allowed Densities for the Receiving and Transferring Properties after Density Averaging Agreement

| | Acreage | Units | Units Per Acre* | Modified Maximum Density |
|-----------------------|--------------|------------|-----------------|--------------------------|
| Receiving Property | 2.98 | 351 | 117.7 | 120 |
| Transferring Property | 7.05 | 138 | 19.6 | 30 |
| TOTAL | 10.03 | 489 | 48.75 | 150 |

* Unit per acre calculation determined by division of total number of units by number of acres allocated to said units or property/project.

Table 4: Minimum Density Averaging Memorialized by This Agreement

| | Acreage | Units | Units Per Acre* | Modified Minimum Density |
|-----------------------|--------------|------------|-----------------|--------------------------|
| Receiving Property | 2.98 | 351 | 117.7 | 41 |
| Transferring Property | 7.05 | 138 | 19.6 | 19 |
| TOTAL | 10.03 | 489 | 48.75 | |

* Unit per acre calculation determined by division of total number of units by number of acres allocated to said units or property/project.

7. Consent by City. The City hereby consents to the conveyance of the Density Units as contemplated by this Agreement so long as this agreement remains in full force and effect.
8. Default. Any development of the Transferring or Receiving Properties in excess of the Maximum Densities set forth in Table 3 or less than the Minimum Densities set forth in Table 4 above is a violation of this Agreement, Milpitas Zoning Code, and Milpitas Transit Area Specific Plan and shall be remedied pursuant to any means allowed by law. Moreover, the purpose of this Agreement is satisfy a condition of approval for development of the Transferring and Receiving Properties and does not in any way modify, revise, or change the number of residential units approved by the City Council for development of the respective Properties.

9. Recording of Agreement. City will record this Agreement on both the Transferring and Receiving Properties with the Santa Clara County Office of the Clerk-Recorder within thirty (30) days of full execution of this Agreement in such a manner that the Parties' heirs and assigns and subsequent purchasers of the properties will be on record notice of the Agreement.
10. Indemnities. Transferring Property Owner and Receiving Property Owner do hereby indemnify, defend with counsel of the City's reasonable choosing, and hold harmless City and its City Council, its boards and commissions, officials, officers, employees, and agents (the "Indemnified Parties") from and against any claim, action, suit, or proceeding against City and/or the Indemnified Parties for its approval of the Density Averaging Agreement, the sharing of densities across parcels, its consent to the conveyance of the Density Units as contemplated by this Agreement, or any other claim, action or proceeding that arises out of the rights or acts contemplated by this Agreement, including any CEQA or other land use challenge. This indemnification shall include, but not be limited to, costs of suit, reasonable attorneys' fees, and other reasonable expenses incurred in connection with such claim, action, causes of action, suit or proceeding. The above indemnification obligations shall not apply to any damages awarded against the City, if any, arising from the sole negligence or willful misconduct of the Indemnified Parties.
11. Binding Effect. The provisions of the Agreement shall be binding upon the Parties hereto and their respective heirs, assigns and successors in interest.
12. Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.
13. No Presumption Regarding Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
14. Assistance of Counsel. Each party to this Agreement warrants to the other party the following:
 - a. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and
 - b. That each party has lawfully authorized the execution of this Agreement.
15. Severability. This Agreement shall be deemed severable. If any nonmaterial provision or

part hereof is judicially declared invalid, the remaining provisions of this Agreement shall remain in full force and effect.

16. Modification. This Agreement shall not be modified except by written agreement of the Parties.
17. Attorney's Fees. In the event of legal action between the Parties with respect to this authorization, the party prevailing in such action will be entitled, in addition to such other relief as may be granted, to a reasonable sum as its attorney's fees and costs.
18. Compliance with other Conditions. The Parties acknowledge that the authorization contained herein is in addition to and not in lieu of any other permits, inspections or approvals which the Parties may need to obtain or have already obtained from the City, from other utility providers or property owners with respect to development or use of the Properties and that the Parties must comply with all additional conditions imposed by the City with respect to construction of improvements.
19. Successors and Assigns. This authorization will bind and inure to the benefit of the Parties, their respective heirs, successors and assigns. This authorization is intended to run with the Transferring and Receiving Properties as a covenant running with the land and the obligations of property owners and the future heirs, successors and assigns described herein will constitute continuing obligations of all persons or entities succeeding to the ownership interest in the Transferring and Receiving Properties.
20. Waiver. The Parties agree that waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.
21. Compliance with Laws. The Parties shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence, the Parties shall also comply with the provisions of City's Business Tax Ordinance in the Milpitas Municipal Code.
22. Venue. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.
23. Entire Agreement. This Agreement, including all exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

Executed on this _____ day of _____, 20__, at Milpitas, California.

RECEIVING PROPERTY OWNER:

LMC MILPITAS HOLDINGS I, LLC

By: _____
Name: _____
Title: _____

TRANSFERRING PROPERTY OWNER:

LENNAR HOMES OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____

CITY OF MILPITAS, A MUNICIPAL CORPORATION

By: _____ By: _____
Printed Name: _____ Christopher J. Diaz
City Attorney as to form
Its: _____

By: _____
Printed Name: _____

Director of Planning & Neighborhood
Services

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of the Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2015, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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